



# STATE OF ARKANSAS

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## Term Contract

Vendor No. 100000961  
Contact RAYMOND KELLEY  
Your reference SP-07-0038

CONWAY WHOLESALE PRODUCE  
1202 MARKHAM  
CONWAY AR 72032

Contract No. 4600011575  
Date 08/25/2006

Contact Howard Nesmith  
Telephone 501-371-6055  
Fax 501-324-9311

Our ref. ST  
Incoterms FOB  
DESTINATION

Send Invoice To:

AS SPECIFIED ON AGENCY'S PURCHASE  
ORDER

Ship To:

Valid from: 09/01/2006  
Valid to: 10/31/2006

REFERENCE TRACKING NUMBER: SP-06-0038  
COMMODITY: POULTRY AND EGGS  
CONTRACT TYPE: TERM (OUTLINE AGREEMENT)

CONTRACT PERIOD: SEPTEMBER 1, 2006 through OCTOBER 31, 2006  
(TWO MONTH CONTRACT)

CONTRACT TYPE: TERM (OUTLINE AGREEMENT)

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT YOUR AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

VENDOR NAME: RAYMOND KELLY  
VENDOR PHONE #: 501-764-0707  
VENDOR FAX # 501-764-1971  
VENDOR E-MAIL ADDRESS: RKELLEY@CYBERBACK.COM  
FED. ID#: 71-0838169

F.O.B.: AS SPECIFIED BY AGENCY PURCHASE ORDER

SPECIAL TERMS AND CONDITIONS

**GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:**

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

  
Purchasing Official/Fiscal Officer

8/28/06  
Date



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**SCOPE:** This is a Contract Award for Poultry and Eggs for a two (2) month period. Using agencies are listed; however, an agency not listed may wish to purchase from this contract. If this occurs, the contractor will have the option to sell to that agency at the contract price.

### GENERAL:

1. Failure to bid in unit of measure requested may result in rejection of bid.
2. No distressed or salvaged food will be accepted.

### QUANTITIES:

Quantities indicated reflect estimates only and may not be exact requirements.

### AUTHORIZATION FOR SHIPMENT:

A purchase order from the using agency will authorize shipment. Orders shall be placed with the vendor seven (7) days prior to the specified delivery date.

### DELIVERY:

1. All deliveries will be made between 8:00 a.m. and 4:00 p.m. on the date specified on purchase order.
2. Contractors must notify the Office of State Procurement of inability to deliver on schedule.

### PACKAGING/TRANSPORTING:

1. Products delivered shall be processed and packed in accordance with good commercial practice and shall conform to all applicable standards promulgated under the Federal Food, Drug, and Cosmetic Act in effect at the time of shipment.
2. Shipping cases shall be plainly marked on one end describing product, quantity, and weight of cartons.
3. Products must be transported to point of delivery in a vehicle equipped and able to maintain proper product temperature.

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### CERTIFICATION/GRADE

1. The State may require the contractor to furnish USDA or USDI grade certification on any or all items.
2. All fryers, hens, and turkeys must be plant grade USDA inspected. Certification and proof of plant grade USDA inspection must be provided upon request.

#### NOTE:

IF VENDOR REQUESTS A SUBSTITUTION OF AN ITEM AWARDED TO HIS COMPANY, THE SUBSTITUTION MUST BE APPROVED BY HOWARD NESMITH, BUYER, OFFICE OF STATE PROCUREMENT PRIOR TO SHIPMENT OF SUBSTITUTION TO USING AGENCY. FAILURE TO REQUEST APPROVAL WILL RESULT IN CANCELLATION OF THE ITEM INVOLVED.

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### AGENCIES

- B. ARKANSAS HEALTH CENTER  
6701 HWY 67  
BENTON, AR 72015-8489
- C. HUMAN DEVELOPMENT CENTER  
ALEXANDER UNIT  
11147 HWY. 111S  
P.O. BOX 320  
ALEXANDER, AR 72202
- D. SCHOOL FOR THE BLIND  
2600 WEST MARKHAM (PO BOX 668)  
LITTLE ROCK, AR 72203
- E. SCHOOL FOR THE DEAF  
2400 WEST MARKHAM  
LITTLE ROCK, AR 72203
- G. ARKANSAS STATE POLICE ACADEMY  
CADET KITCHEN  
GEYER SPRINGS ROAD  
LITTLE ROCK, AR 72209
- J. HUMAN DEVELOPMENT CENTER  
CONWAY UNIT  
150 SIEBENMORGAN, AR 72032
- K. HOT SPRINGS REHAB CENTER  
P.O. BOX 1358  
105 RESERVE  
HOT SPRINGS, AR 71901
- L. HUMAN DEVELOPMENT CENTER  
BOONEVILLE UNIT  
HWY. 116 SOUTH  
BOONEVILLE, AR 72927
- M. HUMAN DEVELOPMENT CENTER  
JONESBORO UNIT  
701 COLONY DRIVE  
JONESBORO, AR 72404

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- P. HUMAN DEVELOPMENT CENTER  
WARREN UNIT  
1 CENTER CIRCLE SLOT # 5570  
WARREN, AR 71671
- R. HUMAN DEVELOPMENT CENTER  
ARKADELPHIA UNIT  
PO BOX 70 #1 Prator Drive HWY 390  
ARKADELPHIA, AR 71923
- S. ARKANSAS LAW ENFORCEMENT  
TRAINING ACADEMY  
P.O. BOX 3106  
EAST CAMDEN, AR 71701
- T. SOUTHEAST ARKANSAS  
COMMUNITY PUNISHMENT CENTER  
7301 WEST 13TH STREET  
PINE BLUFF, AR 71602
- U. CENTRAL ARKANSAS COMMUNITY PUNISHMENT  
4823 WEST 7TH STREET  
LITTLE ROCK, AR 72204
- V. SOUTHWEST ARKANSAS  
COMMUNITY PUNISHMENT CENTER  
506 WALNUT  
TEXARKANA, AR 71854
- W. NORTHEAST ARKANSAS COMMUNITY PUNISHMENT  
1351 CYRO ROAD  
OSCEOLA, AR 72370

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### AGENCIES CONT'D

AA DEPARTMENT OF CORRECTION  
PINE BLUFF WORK COMPLEX  
890 FREELINE DRIVE  
PINE BLUFF, AR 71603

BB DEPARTMENT OF CORRECTION  
CUMMINS UNIT  
HWY 388  
GRADY, AR 71644

CC DEPARTMENT OF CORRECTION  
TUCKER UNIT FOR WOMEN  
2400 STATE FARM ROAD  
TUCKER, AR 72168-8703

DD DEPARTMENT OF CORRECTION  
VARNER UNIT  
HWY 388  
GRADY, AR 71644

EE DEPARTMENT OF CORRECTION  
DIAGNOSTIC UNIT  
7500 CORRECTION CIRCLE  
PINE BLUFF, AR 71603

FF DEPARTMENT OF CORRECTION  
WRIGHTSVILLE UNIT  
8400 HWY 386  
WRIGHTSVILLE, AR 72183

HH DEPARTMENT OF CORRECTION  
INSTITUTIONAL WAREHOUSE  
7600 CORRECTIONAL CIRCLE  
(PO BOX 6408 Pine Bluff AR 71611) Billing  
PINE BLUFF, AR 71603

JJ DEPARTMENT OF CORRECTION  
MISSISSIPPI COUNTY WORK  
MEADOW ROAD  
LUXORA, AR 72358

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LL	DEPARTMENT OF CORRECTION MAXIMUM SEC.-TUCKER UNIT 2501 STATE FARM ROAD TUCKER, AR 72168
MM	DEPARTMENT OF CORRECTION BENTON SERVICES 6701 HWY. 67 BENTON, AR 72015
NN	DEPARTMENT OF CORRECTION NORTH CENTRAL UNIT HC62 BOX 300 CALICO, AR 72519
OO	DEPARTMENT OF CORRECTION DELTA REGIONAL UNIT RT 1 BOX 12 DERMOTT, AR 71638
PP	DEPARTMENT OF CORRECTION JEFFERSON CO. JAIL 7206 WEST 7TH STREET PINE BLUFF, AR 71603
RR	DEPARTMENT OF CORRECTION WRIGHTSVILLE/BOOT CAMP 22522 ASHER ROAD WRIGHTSVILLE, AR 72183
SS	DEPARTMENT OF CORRECTION LEE COUNTY CORR. FACILITY 324 LEE BRICKEYS, AR 72320

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Item	Material/Description	Target QtyUM	Unit Price	Amount
0010	10002371 CHICKEN,QUARTERED,DRESSED,DRAWN,FROZEN ITEM # 55 Please deliver to: Agency DHS ALEXANDER HDC 14701 HWY 111 S ALEXANDER AR 72002	800 pound, US	1.09	\$ 872.00
0020	10002371 CHICKEN,QUARTERED,DRESSED,DRAWN,FROZEN ITEM # 56 Please deliver to: SCHOOL FOR THE DEAF 2400 W. Markham Little Rock AR 72205	400 pound, US	1.09	\$ 436.00
0030	10002371 CHICKEN,QUARTERED,DRESSED,DRAWN,FROZEN ITEM # 58 Please deliver to: Hot Springs Rehabilitation Center 105 Reserve Ave HOT SPRINGS AR 71901	480 pound, US	1.09	\$ 523.20
0040	10002371 CHICKEN,QUARTERED,DRESSED,DRAWN,FROZEN ITEM # 59 Please deliver to: Jonesboro Human Develop. Ctr 4701 Colony Drive Jonesboro AR 72401	1,240 pound, US	1.10	\$ 1,364.00
0050	10002371 CHICKEN,QUARTERED,DRESSED,DRAWN,FROZEN ITEM # 61 Please deliver to: DHS ARKADELPHIA HDC 1 PRATOR DRIVE ARKADELPHIA AR 71923	1,000 pound, US	1.09	\$ 1,090.00
0060	10002371 CHICKEN,QUARTERED,DRESSED,DRAWN,FROZEN ITEM # 63	120,000 pound, US	0.97	\$ 116,400.00

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	<b>Please deliver to:</b> ADC/CENTRAL WAREHOUSE WAREHOUSE DISTRIBUTION 7600 CORRECTION CIR PINE BLUFF AR 71603			
0070	10103146 CHICKEN,WHOLE,DRESSED DRAWN,FROZEN ITEM # 65 <b>Please deliver to:</b> DHS ARKADELPHIA HDC 1 PRATOR DRIVE ARKADELPHIA AR 71923	600 pound, US	0.84	\$ 504.00
0080	10103146 CHICKEN,WHOLE,DRESSED DRAWN,FROZEN ITEM # 66 <b>Please deliver to:</b> Southeast Arkansas Community P Southeast Arkansas Community P 7301 West Thirteenth Street PINE BLUFF AR 71602	6,000 pound, US	0.82	\$ 4,920.00
0090	10103146 CHICKEN,WHOLE,DRESSED DRAWN,FROZEN ITEM # 67 <b>Please deliver to:</b> Central Arkansas Community Pun Central Arkansas Community Pun 4823 West Seventh Street LITTLE ROCK AR 72206	3,200 pound, US	0.82	\$ 2,624.00

## OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. DISCOUNTS: All cash discounts offered will be taken if earned.
4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.

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6. **GUARANTY:** All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.

7. **AWARD:** This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.

8. **DELIVERY:** The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.

9. **BACK ORDERS OR DELAY IN DELIVERY:** Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

10. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

11. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

12. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14. **INVOICING:** The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be

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sent to "Invoice to" point shown on the purchase order.

**15.STATE PROPERTY:** Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

**16.ASSIGNMENT:** This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

**17.OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

**18.LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

**19.QUANTITIES:** The state may order more or less than the estimated quantity in the invitation for bid.

**20.DISCLOSURE:** Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

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